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NONEXCLUSIVE LICENSE
AGREEMENT UNDER VYSIS' COLLINS PATENTS

THIS NONEXCLUSIVE LICENSE AGREEMENT (the "AGREEMENT") is made and is effective the 22nd day of June, 1999 by and between Gen-Probe Incorporated ("GEN-PROBE"), a Delaware corporation having its principal place of business in San Diego, CA and Vysis, Inc. ("VYSIS"), a Delaware corporation having its principal place of business in Downers Grove, IL WITNESSETH:

RECITALS

WHEREAS, certain inventions generally characterized as Target and Background Capture Methods and Apparatus for Affinity Assays and Target and Background Capture Methods with Amplification for Affinity Assays are disclosed and claimed in United States Patents No. 5,780,224 and No. 5,750,338 by Collins and Collins, et al., respectively, and foreign counterparts thereto and other patents and applications claiming priority therefrom (the "Collins Patents");

WHEREAS, GEN-PROBE and VYSIS are engaged in litigation unrelated to VYSIS' Collins Patents and which litigation involves BP Amoco Corporation ("BP AMOCO"), an Indiana Corporation having its principal place of business in Chicago, IL;

REDACTED

GEN-PROBE and VYSIS agree hereto as follows:

1. DEFINITIONS

1.1 The term Collins Patents shall mean United States Patents No. 5,780,224, No. 5,750,338 and No. 5,457,025 by Collins, Collins, et al., and Collins et al. respectively, and foreign counterparts thereto, continuations, divisionals, reissues, and reexaminations thereof and other patents and applications claiming priority therefrom. A Schedule Of Collins Patents is attached as Exhibit 1 hereto and incorporated herein by reference.

1.2 The term Licensed Method shall mean any method, the use or practice of which would constitute, but for the license granted herein, an infringement of any issued, Valid Claim within the Collins Patents.

1.3 The term Valid Claim shall mean an issued claim of a Collins Patent which has not been ruled Invalid by a court or an administrative agency of competent jurisdiction from which all appeals have been exhausted.

1.4 The term Licensed Product shall mean any of the following:

- (a) Any product specifically intended for use in practicing a Licensed Method;
- (b) Any product which lacks substantial use other than in practicing a Licensed Method; and
- (c) Any product, the making, using, selling, offering for sale or importing of which, would constitute, but for the license granted hereina, an infringement of any issued, Valid Claim within the Collins Patents.

REDACTED

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2. GRANTS

2.1 Subject to the terms and conditions of this Agreement, VYSIS hereby grants to GEN-PROBE a worldwide, royalty-bearing, nonexclusive license without the right to sublicense, to make, use, sell, offer for sale, or import Licensed Products and practice Licensed Methods under the Collins Patents for use in the field of infectious disease nucleic acid testing.

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3 ROYALTIES AND PAYMENTS

1.1 GEN-PROBE agrees to make
the following payments for the licenses received hereunder:

(b) A running royalty of . . . percent . . . of End User Net Commercial Sales of Licensed Products

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REDACTED

4. TERM AND TERMINATION

I Unless otherwise terminated by operation of law or by acts of the parties in accordance with terms of this Agreement, this Agreement shall be in force from June 22, 1999 and shall remain in effect for the life of the last-to-expire of the Collins Patents.

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4.4 GEN-PROBE

may terminate upon written notice of termination to VYSIS. Thereafter, the license and rights previously granted shall terminate automatically on the effective date of the Notice of Termination.

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12. GOVERNING LAW

12.1 This Agreement is made in partial fulfillment of and reflects terms specified in a Definitive Agreement and Release entered into by the parties in settlement of litigation in the United States District Court for the Southern District of California in the matter Gen-Probe, Incorporated v. Amoco Corp., et al. (Case No. 95-CV-998-J(BTM)). The Agreement and its construction are subject to the laws of the state of California with the exception of any choice of law provisions which would direct the application of another state's laws. The Agreement and its construction are further subject to the continuing jurisdiction of the United States District Court for the Southern District of California.

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~~REDACTED~~

IN WITNESS WHEREOF VYSIS and GEN-PROBE have executed this Agreement, in duplicate originals, by their respective officers hereunto duly authorized, on the day and year written below.

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VYSIS, INC.

By: _____
Title: _____
Date: _____

GEN-PROBE INCORPORATED

By: 
Title: President & Chief Exec. Officer
Date: August 10, 1999



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Schedule of Collins Patents*

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